

TRANSPORTATION CORPORATION OF AMERICA
SCHEDULE NO. 1037204
TO MASTER CAR LEASING AGREEMENT NO. 10372

IT IS HEREBY AGREED THAT, effective August 17, 1973, this schedule become a part of Master Car Leasing Agreement No. 10372 between TRANSPORTATION CORPORATION OF AMERICA and BENNETT LUMBER PRODUCTS, INC. dated May 5, 1972, and the cars described herein shall be placed in BENNETT LUMBER PRODUCTS, INC. service, subject to the terms and for the rental set forth below:

CAR INITIAL AND NUMBERS:	BENX 140 thru BENX 149, both inclusive
CAR OWNERS MARKS:	TRANSPORTATION CORPORATION OF AMERICA
COMMODITY SERVICE:	OWNER AND LESSOR
CLASS OF CAR:	Lumber
CUBIC CAPACITY:	Thrall Door Cars
NO. OF CARS:	4433
TRUCK CAPACITY:	TEN (10)
DELIVERY PERIOD:	70 -ton
DELIVERY POINT:	1974
RENTAL RATE:	Hammond, Indiana
INITIAL RENTAL TERM:	\$232.00 in advance per month per car for 180-months
	180-months from delivery date

RECORDATION NO. 6727-60

Filed & Recorded

SEP 28 1973 - 9 50 AM

INTERSTATE COMMERCE COMMISSION

OPTION TO RENEW: At expiration of initial rental term at the end of 180 full months of rental LESSEE shall have two (2) successive options to renew this AGREEMENT, each of said options to renew to be for a sixty (60) month period.

Notice of the exercise of this option shall be given in writing by LESSEE to LESSOR at least ONE HUNDRED TWENTY (120) days prior to the expiration of the then existing term. Failure of LESSEE to exercise any successive option shall terminate all options then remaining. Any termination of this AGREEMENT because of the happening of an event of default during the initial term or during any extended term shall terminate all rights of extension hereunder.

OPTION TO PURCHASE: The LESSEE shall have the right to purchase all, but not less than all, of the cars at the expiration of the initial rental term of 180 full months at the then total fair market value of all of said cars as determined by independent appraisers following the purchase option procedure hereinafter defined.

PURCHASE OPTION PROCEDURE: Not more than six months prior to the termination date of Lease, LESSEE may cause the Appraiser (as hereinafter defined) to make, at the expense of the LESSEE, an appraisal of the fair market value of the Cars which LESSEE wishes to purchase, as hereinafter provided, and the report of the Appraiser setting forth its determination of such fair market value shall be delivered to the LESSOR and the LESSEE not later than two months prior to the termination date of this Lease.

Such fair market value as so determined in respect of any Car is hereinafter called the "Market Value" of such Car.

If LESSEE shall cause such appraisal to be made, the LESSEE, by written notice delivered to the LESSOR not later than six months (180 days) prior to the termination date of this Lease, unless an Event of Default shall have occurred may elect to purchase all, but not fewer than all, of the Cars, the Market Value of which shall have been determined as herein provided, for an aggregate purchase price in cash equal to the Market Value of such Cars, the applicable portion of which is to be payable for each Car on the date on which the term of this Lease for each such Car expires. Upon payment of any such portion of such purchase price, the LESSOR shall upon the request of the LESSEE execute and deliver to LESSEE, or to the LESSEE'S assignee or nominee, a bill of sale (with representations or warranties that such cars are free and clear of all claims, liens, security interests and other encumbrances by or in favor of any person claiming by, through or under the LESSOR) for such Cars paid for, and such other documents as may be required to release such cars from the terms and scope of this Lease and to transfer title thereto to the LESSEE or such other assignee or nominee, in such form as may reasonably be requested by the LESSEE, all at the LESSEE'S expense.

The term "Appraiser" shall mean such independent appraiser as the LESSOR and the LESSEE may mutually agree upon, or, failing such agreement, a panel of three independent appraisers, one of whom shall be selected by the LESSOR, the second by the LESSEE and the third designated by the first two selected. In the event that the two appraisers selected by the parties are for any reason unable to designate the third appraiser, then either party may request the senior Judge of the United States District Court for the Northern District of Illinois to appoint such third appraiser, and the fair market value as determined by the majority of such three appraisers shall constitute a determination of Market Value as herein provided. The LESSOR shall be under no obligation to deliver said Cars to any Assignee and this shall be the sole obligation of the LESSEE.

TRANSPORTATION CORPORATION OF AMERICA (Lessor)

By: ^{JAT}

James J. Angel
Vice President

(Seal)
ATTEST:

Asst. Secretary

BENNETT LUMBER PRODUCTS, INC. (Lessee)

By: Frank Bennett

Title: V.P.

(Seal)
ATTEST:

Secretary